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1 5240

RECORDATION NO. \_\_\_\_\_, FILE NO. 1420

June 1, 1987  
JUN 1 1987 -9 55 AM

Dear Ms. McGee:

INTERSTATE COMMERCE COMMISSION

On behalf of Greenbrier Leasing Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, the enclosed executed counterparts of a primary document, not previously recorded, entitled Chattel Mortgage, dated May 29, 1987.

The parties to the said enclosed Chattel Mortgage are:

Greenbrier Leasing Corporation - Mortgagor  
1 Centerpoint Drive  
Suite 200  
Lake Oswego, Oregon 97034

Sogelease Corporation - Mortgagee  
50 Rockefeller Plaza  
New York, New York 10020

No. JUN 1 1987  
Date \_\_\_\_\_  
Fee \$ 10.00  
ICC Washington, D.C.  
7-152A010

Chattel Mortgage, among other things, secures the repayment of a loan from the Mortgagor to the Mortgagee for the purchase of thirty-one (31) flat cars.

The rolling stock covered by the said Chattel Mortgage consists of thirty-one (31) 73'0" center partition bulkhead flat cars WCRC 9000 through WCRC 9030.

A short summary of the document to appear in the Index is as follows:

"Covers 31 flat cars WCRC 9000-WCRC 9030"

Enclosed is a check in the amount of ten dollars (\$10) in payment of the filing fee.

*Allen H. Harrison, Jr.*  
*John F. ...*

100 OFFICE OF THE SECRETARY OF TRANSPORTATION  
JUN 1 9 43 AM '87  
RECORDATION UNIT

Once this filing has been made, please return to bearer the stamped counterparts of the Chattel Mortgage not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

  
Allen H. Harrison, Jr.  
Attorney for the purpose  
of this filing for  
Greenbrier Leasing  
Corporation

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Enclosures

AHH/iw

BY HAND

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

6/2/87

Allen H. Harrison  
Wilman, Cutler & Pickering  
2445 M. St. N.W.  
Washington, D.C. 20037-1420

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/1/87 at 9:55am, and assigned re-  
recording number (s). 15240

Sincerely yours,

*Noreta R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

1 5240  
RECORDATION NO. .... FILED 1428

JUN 1 1987-9 55 AM

CHATTEL MORTGAGE

INTERSTATE COMMERCE COMMISSION

THIS INDENTURE, dated May 29<sup>th</sup>, 1987, by and between GREENBRIER LEASING CORPORATION, an Oregon corporation, with a place of business at 1 Centerpointe Drive, Suite 200, Lake Oswego, Oregon, 97034 ("Mortgagor"), and SOGELEASE CORPORATION, a Delaware corporation, with a place of business at 50 Rockefeller Plaza, New York, New York 10020 ("Mortgagee"),

W I T N E S S E T H:

WHEREAS:

A. Mortgagor owns the railroad rolling stock described in Schedule A hereto attached (hereinafter, together with any standard gauge rolling stock hereinafter subjected to the lien of this mortgage as hereinafter provided, called the "Equipment"), which is intended for use in interstate commerce;

B. Mortgagee has made a loan to Mortgagor (the "Loan"), which loan is evidenced by a promissory note dated May 29<sup>th</sup>, 1987 made by Mortgagor to Mortgagee (the "Note"), and which Note is secured pursuant to a Security Agreement dated May 29<sup>th</sup>, 1987 by and between Mortgagor and Mortgagee (the "Security Agreement");

NOW, THEREFORE, for the purpose of securing the repayment of the Loan as evidenced by the Note, with interest as provided in the Note, the payment of all other monies secured hereby, and the performance of the covenants and other obligations in the Security Agreement and in the Note contained, and in confirmation of the Security Agreement:

First: Mortgagor does hereby grant, bargain, sell, convey and mortgage unto Mortgagee, its successors and assigns, all of its right, title and interest to the units of Equipment particularly described in said Schedule A, and all other Equipment hereafter subjected to the lien of this mortgage as hereinafter provided, together with all attachments, accessories, accessions and additions now or hereafter attached to or placed upon the Equipment, and any replacements thereof;

To Have and to Hold the Equipment unto Mortgagee, and its successors and assigns forever; provided that until the occurrence of any Event of Default, Mortgagee shall not interfere with Mortgagor's possession of the Equipment and use and enjoyment of the same in accordance with the provisions of this

mortgage, but in case of the happening of any such Event of Default, Mortgagee, its successors and assigns, shall then have all the rights and remedies provided by law in such cases, including therein, but not by way of limitation thereon, those rights and remedies set forth in this mortgage, in the Security Agreement, and in the Note, and

SECOND: Mortgagor covenants, represents and warrants as follows:

Article 1. Definitions. The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this mortgage shall have the respective meanings hereinafter specified:

"Affiliate" of any corporation shall mean any corporation which, directly or indirectly, controls or is controlled by, or is under direct or indirect common control with, such corporation. For the purposes of this definition, "control" (including "controlled by" and "under common control with"), as used with respect to any corporation, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, whether through the ownership of voting securities or by contract or otherwise.

"Equipment" shall have the meaning specified in Recital A hereof.

"Event of Default" shall have the meaning specified in the Security Agreement.

"Leases" shall mean the contracts entered into and to be entered into by Mortgagor with the Lessees, providing for the leasing of units of the Equipment by Mortgagor to the Lessees, at the respective rentals and upon the other terms and conditions therein provided.

"Lessees" shall mean various industrial shippers and others who, with Mortgagor, are parties to the Leases.

"Loan" shall have the meaning specified in Recital B hereof.

"Officers' Certificate" shall mean a certificate signed by the Chief Executive Officer or Chief Financial Officer of Mortgagor.

"Security Agreement" shall have the meaning specified in Recital B hereof.

The words herein, hereof, hereby, hereto, hereunder and words of similar import refer to this mortgage as a whole and not to any particular Article, paragraph or subdivision hereof.

Article 2. Payment. Mortgagor will pay in immediately available funds the amount of the Loan evidenced by the Note, and all other sums secured hereby, together with all interest thereon, according to the terms and provisions of this mortgage and of the Note, or according to the terms of any modification hereof or thereof, when and as the same shall become due and payable.

Article 3. Marking of Equipment.

(a) Mortgagor agrees that if in the opinion of Mortgagee, marking of one or more units of Equipment is required by law to properly protect the rights of Mortgagee in and to the Equipment, Mortgagor will, as soon as practicable after determining that such marking is required, arrange for the marking of each such unit of the Equipment in the following manner: there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each such unit a metal plate bearing the following words, or such words shall be otherwise plainly, distinctly, permanently and conspicuously marked on each side of such unit, in either case in letters not less than one inch in height:

OWNERSHIP SUBJECTED TO A SECURITY AGREEMENT FILED WITH  
THE INTERSTATE COMMERCE COMMISSION.

Such plates or marks shall be such as to be readily visible and as to indicate plainly Mortgagee's interest in each unit of the Equipment.

(b) In case, prior to the termination of this mortgage, any of such plates or marks shall at any time be removed, defaced or destroyed, Mortgagor shall forthwith cause the same to be restored or replaced. Mortgagor shall not change, or permit to be changed, the identifying numbers (as set forth on Schedule A hereto or in any supplement hereto) of any of the Equipment at any time covered hereby (or any numbers which may have been substituted as herein provided) except in accordance with a statement of new numbers to be substituted therefor which previously shall have been filed with Mortgagee by Mortgagor and also filed and recorded in like manner as this mortgage.

(c) The Equipment shall be lettered in some appropriate manner for convenience of identification of the ownership by Mortgagor thereof, and may also be lettered in such manner as may be appropriate for convenience of identification of the leasehold interests therein of any of the Lessees under any

of the Leases; but Mortgagor, during the continuance of this mortgage, will not allow the name of any person to be placed on any of the Equipment as a designation which might be interpreted as a claim of ownership thereof by any person other than Mortgagor, or as an indication of any lien or other encumbrance thereon (except the interests of the Lessees as aforesaid) other than the lien of this mortgage in favor of Mortgagee.

Article 4. Maintenance of Equipment.

(a) Mortgagor agrees that it will maintain and keep all the Equipment in good order and proper repair at its own cost and expense, unless and until it becomes worn out, unsuitable for use, lost or destroyed.

(b) Mortgagor covenants and agrees to furnish to Mortgagee, whenever reasonably required by Mortgagee, an Officers' Certificate stating (1) the amount, description and numbers of all Equipment that may have become worn out, or that may have become unsuitable for use or lost or destroyed by accident or otherwise, or have been requisitioned, taken over or nationalized, in any such case since the date of the last preceding statement (or the date of this mortgage in the case of the first statement), and (2) that in the case of all the Equipment repainted or repaired since the date of the last preceding statement (or the date of this mortgage in the case of the first statement) the plates or marks required by Article 3 hereof, if any, have been preserved, or that such Equipment when repainted or repaired has been again plated or remarked as required thereby. Mortgagee, by its agents, shall have the right to inspect the Equipment at the then existing locations thereof; provided, however, that the right of the Mortgagee to conduct such inspection shall be subject to the rights of any lessee in and to such Equipment arising out of any lease between the Mortgagor and any such lessee of the Equipment.

(c) Mortgagor further covenants and agrees to furnish to Mortgagee, whenever reasonably required by Mortgagee, an Officer's Certificate stating, as to each of the Leases then in effect, the name and address of the Lessee thereunder, the identifying number of each unit of the Equipment subject thereto, and the expiration date thereof, and also stating the identifying number of each unit of the Equipment not then subject to any of the Leases.

Article 5. Possession of Equipment. Except as provided in this Article 5 or under the Security Agreement, Mortgagor will not assign or transfer its rights hereunder, or sell, assign, lease, transfer or otherwise dispose of, or subject to, or permit to become subject to, any mortgage, lien, pledge, charge, security interest or other encumbrance (other than the lien of this mortgage and other than the leasehold interests of

the Lessees under the Leases as hereinbelow provided in Article 6), the Equipment or any part thereof, without the written consent of Mortgagee first had and obtained; and Mortgagor shall not, without such written consent, except as hereinbelow provided in this Article 5, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Equipment.

Article 6. Leases. Mortgagor may lease or contract to the Lessees under the Leases all or any part of the Equipment, but only upon and subject to all the terms and conditions of this mortgage and to all rights of Mortgagee hereunder, and so long as no Event of Default shall have occurred, Mortgagee shall not interfere with Mortgagor's possession and use of the Equipment in accordance with the terms hereof. Every such Lease shall contain provisions which have the effect of subjecting the rights of the Lessee under such Lease to the rights of Mortgagee in respect of such Equipment, including, without limitation, such rights in the event of the happening of an Event of Default. Mortgagor shall notify Mortgagee in writing of any Lease pursuant to which all or any part of the Equipment will be subject to such Lease for a period of more than one year.

Article 7. (a) Compliance With Laws and Rules. During the term of this mortgage, Mortgagor will comply, and will cause each of the Lessees to comply, in all respects, with all laws of the jurisdictions in which operations involving the Equipment may extend, with the interchange rules of the Association of American Railroads and with all rules of the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Equipment, to the extent that such laws and rules affect the operation or use of the Equipment; and in the event that such laws or rules require the alteration of the Equipment, Mortgagor will, or will cause each of the Lessees to, conform therewith, at its or their expense, and will maintain the same in proper condition for operation under such laws and rules; provided, however, that Mortgagor or any Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Mortgagee, adversely affect the rights of Mortgagee hereunder.

(b) Taxes. Mortgagor will pay or cause to be paid, or otherwise satisfy and discharge, any and all taxes and any and all sums claimed by any party by, through or under Mortgagor or its successors or assigns which, if unpaid, might become a lien or a charge upon the Equipment, or any unit thereof, but shall not be required to pay or discharge any such tax or other claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of Mortgagee, adversely affect the lien or rights of Mortgagee hereunder.

(c) Additional Taxes. In the event that, the Federal Government or any state or subdivision thereof now or hereafter imposes, or increases or extends any existing, internal revenue tax, war tax, excise, manufacturer's or sales tax, import, export, impost or other charge or tax of any kind on the Equipment or any unit thereof or in respect of any other matters connected therewith, and if such tax is in anywise payable by Mortgagee, the amount of such tax shall be added to and shall be and become a part of the sums secured by this mortgage, and shall immediately without demand be due and be repaid by Mortgagor to Mortgagee.

Article 8. Demand for Possession of the Equipment by Mortgagee. In case Mortgagee shall, after an Event of Default, demand possession of the Equipment or any unit thereof in pursuance of this mortgage and shall designate a point or points (which may, but need not, be upon premises occupied by Mortgagor) for delivery of the Equipment or any unit thereof to Mortgagee, Mortgagor will at its own expense forthwith cause the Equipment or any such unit thereof to be moved to such point and there delivered to Mortgagee; and, at the option of Mortgagee, Mortgagee may keep the Equipment or any unit thereof on any lines of railroad or premises approved by it, at the expense of Mortgagor for commercially reasonable period and thereafter at the expense of Mortgagee, until Mortgagee shall have disposed of the same. The provisions of this Article 8 are of the essence of this mortgage and, upon application to any court of equity having jurisdiction in the premises, Mortgagee shall be entitled to a decree against Mortgagor requiring specific performance hereof, and Mortgagor will pay to Mortgagee upon demand all expenses, including reasonable attorney's fees, in connection with obtaining such decree and all such expenses, with interest thereon at the post-default rate per annum set forth in the Note, shall, until paid, constitute a further lien on the Equipment.

Article 9. Enforcement of Remedies, etc. Mortgagee shall have the right to exercise or enforce one or more rights, powers or remedies hereunder, successively or concurrently, and such action shall not prevent Mortgagee from exercising or pursuing any further right, power or remedy which it may have hereunder or by virtue of any statute or rule of law; and no repossession or retaking or sale of the Equipment or any part thereof, nor the foreclosure of this mortgage, pursuant to the terms thereof or as provided by law, shall release Mortgagor until full payment has been made to Mortgagee, in cash, of all amounts secured hereby. To the extent it lawfully may, Mortgagor hereby waives the right to remove any legal action from the court originally acquiring jurisdiction. In the event Mortgagor shall fail or refuse to deliver the Equipment to Mortgagee or its assigns promptly after Mortgagee shall have made demand therefor, at a time following the occurrence of an Event of Default, Mortgagor shall be obligated to pay to Mortgagee or its assigns forthwith, a sum equal to the sum of all Mortgagee's costs and

expenses in the locating and taking possession of the Equipment. Payment of such sum shall be secured by this mortgage the same as if originally included in the indebtedness secured hereby.

Article 10. Extension Not a Waiver. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to Mortgagee shall impair or affect Mortgagee's right thereafter to exercise the same. Any extension of time for payment hereunder or other indulgence granted to Mortgagor shall not otherwise alter or affect Mortgagee's rights or Mortgagor's obligations hereunder. Mortgagee's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect Mortgagor's obligations or Mortgagee's rights hereunder with respect to any subsequent payments or any prior or subsequent default hereunder.

Article 11. Recording.

(a) Mortgagor will at its expense join with Mortgagee and cause this mortgage and any assignments hereof, and any supplements hereto, to be filed and recorded with the Interstate Commerce Commission in accordance with of the Interstate Commerce Act; and Mortgagor will at its expense from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record any and all further instruments required by law or reasonably requested by Mortgagee for the purpose of proper protection, to the satisfaction of counsel for Mortgagee, of its lien on the Equipment and its rights under this mortgage or for the purpose of carrying out the intention of this mortgage.

(b) Promptly after the execution and delivery of this mortgage and each supplement hereto, Mortgagor will furnish to Mortgagee an opinion of counsel satisfactory to Mortgagee stating that, in the opinion of such counsel, this mortgage or such supplement, as the case may be, has been properly recorded and filed in compliance with the preceding paragraph of this Article 11 and reciting the details of such action.

Article 12. Applicable State Law. This mortgage shall be construed in accordance with the laws of the State of New York and the rights and remedies of the parties hereunder shall be determined in accordance with such law, except to the extent that the law of some other jurisdiction within the United States of America may be mandatorily applicable to proceedings taken for the enforcement of the rights of Mortgagee; provided, however, that any remedies herein provided which are valid under the laws of jurisdictions where proceedings for the enforcement hereof are taken shall not be affected by an invalidity thereof under the laws of New York. Any provision of this mortgage prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof. An

executed copy of this instrument has been delivered to and received by Mortgagor.

Article 13. Release. Upon payment by Mortgagor to Mortgagee of the whole amount of all sums secured hereby and the performance by Mortgagor of all other covenants, conditions and warranties on its part hereunder and under the Security Agreement, Mortgagee shall, at Mortgagor's expense, execute such instruments and take such other action as may be reasonably requested by Mortgagor in order to discharge this mortgage of record.

Article 14. Binding on Successors and Assigns. All terms, conditions and covenants herein contained shall be binding upon and inure to the benefit of the successors and assigns of Mortgagee, and shall be binding upon the successors and assigns of the Mortgagor.

Article 15. Counterparts. This mortgage may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, as of the day, month and year first above written.

GREENBRIER LEASING CORPORATION,  
Mortgagor

[CORPORATE SEAL]

By W. Morris M. Webb, U.P.  
Title

SOGELEASE CORPORATION,  
Mortgagee

[CORPORATE SEAL]

By \_\_\_\_\_  
Title



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GREENBRIER LEASING CORPORATION,  
Mortgagor

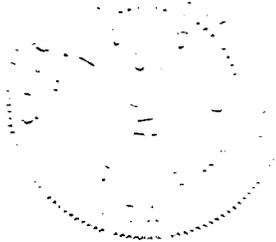
[CORPORATE SEAL]

By \_\_\_\_\_  
Title

SOGELEASE CORPORATION,  
Mortgagee

[CORPORATE SEAL]

By *[Signature]* SVP  
Title



SCHEDULE A

Thirty-One (31) 73'0" Center Partition  
Bulkhead Flat Cars Lettered and Numbered:

WCRC 9000 through WCRC 9030



